



## **INVITATION FOR BIDS (IFB)**

### **ANCHOR SCENE CANOE CASE FABRICATION AND INSTALLATION**

**RFx: 3160004534**

**DATE: 10/1/2021**

**Contact for this IFB:**

Attn: Joey Roberts  
Finance Department  
Mississippi Department of Archives and History  
200 North Street  
Jackson, MS 39201

## SECTION 1. OVERVIEW

### 1.1 Purpose

The Mississippi Department of Archives and History (MDAH) issues this Invitation for Bids (IFB) to solicit offers from qualified companies on the fabrication and installation of a new exhibit enclosure for an artifact and scenic element in the Museum of Mississippi History, located in Jackson, MS. The exhibit scene provides for the display of a large wood canoe artifact. The existing exhibit scene is difficult to light and presents size constraints detrimental to the artifact canoe displayed in this area. A new enclosure has been designed to alleviate these concerns. MDAH requests bids from experienced, responsible, and financially sound organizations that have the capability and qualifications to complete the work as detailed in Section 1.2, Scope of Work, of this IFB.

### 1.2 Scope of Work

This project will require work consisting of careful demolition in a museum gallery setting, fabrication and installation of a glass exhibit enclosure, and scenic set work to blend the new enclosure into the existing exhibit scene. The new enclosure has been designed, and production bid drawings that give construction intent are detailed in **Appendix D** of this IFB. These documents include the scope of work expected of both the Bidder and MDAH. A budget estimate for the project is included in **Appendix D**. MDAH expects bids to remain within the cost framework set in this estimate. The selected Bidder will coordinate with the exhibit designer, THE DESIGN MINDS, during the production phase and provide drawings and/or samples as requested for their review.

### 1.3 Important Dates

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| October 1, 2021  | Invitation for Bids released   |
| October 15, 2021 | Vendor Letters of Intent (LOIs) and Questions Due to MDAH by 5:00 pm |
| October 22, 2021 | Responses to questions to be posted                                  |
| November 1, 2021 | Bids submission deadline by 2:00 PM CST                              |
| November 1, 2021 | Bid Opening at 2:15 PM CST   |
| TBD              | Notice of Intent to Award  |
| November 3, 2021 | PPRB Submission Deadline   |
| December 1, 2021 | PPRB Meeting   |

#### 1.4 Mandatory Letters of Intent

Each Bidder is required to submit a written LOI. The LOI is due by **5:00 p.m. CST, October 15, 2021**, and should be sent to:

**ANCHOR SCENE CANOE CASE IFB**  
**Attn: Joey Roberts**  
**200 North Street**  
**Jackson, Mississippi 39201**

The Letter of Intent shall be on the official business letterhead of the Bidder and must be signed by an individual authorized to commit the Bidder to the work proposed. Submission of LOI shall not be binding on the prospective Bidder to submit a sealed bid. However, a Bidder who does not submit a Letter of Intent by 5:00 p.m. Central Time Zone, October 15, 2021, will not thereafter be eligible for the procurement

#### 1.5 Questions and Answers

Questions should be directed to [jroberts@mdah.ms.gov](mailto:jroberts@mdah.ms.gov) with a subject line: "Questions – Anchor Scene Canoe Case IFB (RFX #: 3160004534)". Questions must be received no later than **5:00 PM CST, on October 15, 2021**, to ensure a response by MDAH. Responses to questions will be posted to the <https://www.mdah.ms.gov/ifb-rfp> site as an amendment to this IFB on October 22, 2021. Questions received after October 15, 2021, may be considered for response, although there is no guarantee as to if or when a response will be provided. It is the Bidder's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this IFB.

#### 1.6 Acknowledgement of Amendments

MDAH reserves the right to amend this IFB at any time. Should an amendment to the IFB be issued, it will be posted to the MDAH procurement page on the website at <https://www.mdah.ms.gov/ifb-rfp>. Bidders must acknowledge receipt of any amendment to the IFB by signing and returning the amendment. The acknowledgment must be included in the bid submission. Please monitor the website for amendments to the IFB. MDAH responses to questions will be treated as amendments to the IFB and will require acknowledgment.

#### 1.7 Bid Submission Requirements

If submitting via State of Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC), the following documents are required in electronic format. If submitting in paper format, the original and one (1) copy of the Bid, two (2) copies total, shall be submitted in three-ring binders with section components of the IFB clearly tabbed as follows:

1. Appendix A – Bid Cover Sheet

2. Appendix B – Bid Form with Attachment for Section 2, Minimum Qualifications;
3. Appendix C – References; and,
4. Signed Acknowledgment of Amendments (if any).

When submitting in paper format, the Bidder shall also submit one (1) copy of the bid on CD or USB drive in a single, searchable document in Microsoft Word or Adobe Acrobat (PDF) format.

If the Bid contains confidential information, a redacted copy of the Bid shall be submitted. If a redacted copy is not submitted, MDAH shall consider the entire Bid to be public record. Any redacted copies should be submitted on a CD or USB drive in a single, searchable document in Microsoft Word or Adobe Acrobat (PDF) format. The CD or USB drive shall be clearly labeled “REDACTED COPY”. The redacted copy should also identify which section or information has been redacted and the Bidder shall provide the specific statutory authority for the exemption. Per Mississippi Code Annotated §25-61-9(7), the type of service to be provided, the price to be paid and the term of the contract cannot be deemed confidential.

The redacted copy shall be considered public record and immediately released, without notification to Bidder, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §§25-61-1 *et seq.* and Miss. Code Ann. §79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by MDAH, including but not limited to, submission to the PPRB, posting to the Transparency Mississippi website, etc.

Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. MDAH reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, MDAH may request the Bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. The IFB issued by MDAH is the official version and will supersede any conflicting IFB language subsequently submitted in bids.

All documentation submitted in response to this IFB and any subsequent requests for information pertaining to this IFB shall become the property of MDAH and will not be returned to the Bidder. Failure to provide all requested information and in the required format may result in disqualification of the bid. MDAH has no obligation to locate or acknowledge any information in the bid that is not presented under the appropriate outline and/or in the proper location according to the instructions herein.

Bids may be submitted in a paper format or electronically via the MAGIC. Registering as a supplier with the State of Mississippi allows businesses to register for upcoming RFx opportunity notifications by the products they supply, search the system for upcoming RFxs, respond to RFxs electronically, and receive purchase orders by email. In order to register, please go to: <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>

Electronic bids submitted through MAGIC shall follow the same format as specified within this section.

Bids must be submitted in writing using the attached forms to the following address:

**ANCHOR SCENE CANOE CASE IFB c/o  
Attn: Joey Roberts  
200 North Street  
Jackson, Mississippi 39201**

To prevent opening by unauthorized individuals, the bid, including any and all attachments, must be sealed in one package. The outside cover of the package containing the sealed bids shall be labeled:

**BID – DO NOT OPEN  
RFx #: 3160004534**

**Bid Opening: November 1 at 2:15 PM CST**

Each page of the bid form and all attachments shall be identified with the name of the Bidder. Failure to submit a bid on the bid form provided may be considered just cause for rejection of the bid.

The Bidder is responsible for ensuring that the sealed bid is delivered by the required time and to the required location and assumes all risks of delivery. A facsimile bid shall not be accepted. Each bid should be signed in ink by an official authorized to bind the Bidder to the bid provisions. Bids and modifications thereof received by MDAH after the time set for receipt or any location other than that set forth above shall be considered late and shall not be considered for award.

**1.7.1 Bid Submission Period**

**Sealed bids shall be submitted to MDAH no later than 2:00 PM Central Standard Time (CST), November 1, 2021.** Timely submission of the bid package is the responsibility of the Bidder. Any bid received after the deadline will be considered late and will be rejected and returned to the Bidder unopened and will not be considered for award. The Bidder shall be notified as soon as practicable if their bid was rejected and the reason for such rejection.

It is suggested that if a bid is mailed to MDAH, it should be posted in certified mail with a return receipt requested. A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt shall not be considered unless it is the only bid received, or it is received before award is made and was sent by registered mail no later than the fifth (5<sup>th</sup>) calendar day before the date specified for receipt of bids. If determined by MDAH that the late receipt was due solely to mishandling by MDAH after receipt at the specified address, the bid may be considered for award.

The only acceptable evidence to establish the date of mailing is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. “Postmark” means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull’s eye) on both the receipt and the envelope or wrapper. MDAH will not be responsible for mail delays or lost mail.

### **1.8 Public Opening**

MDAH shall hold a public opening of sealed bids at **2:15 PM CST, Monday, November 1, 2021**. The bids shall be opened in a designated conference room. Bidders are invited to come in person for the opening or call into a conference line. Participation information regarding the bid opening shall be released to all responding Bidders.

***NOTE: Adjustments to the schedule may be made as deemed necessary by MDAH***

### **1.9 Cost of Bid Preparation**

All costs incurred by the Bidder in preparing and delivering its bid, making presentations, and any subsequent time and travel to meet with MDAH regarding its bid shall be borne exclusively at the Bidder’s expense.

### **1.10 Right to Reject, Cancel and/or Issue another IFB**

MDAH specifically reserves the right to reject any or all bids received in response to this IFB, cancel the IFB in its entirety, or issue another IFB.

### **1.11 Registration with Mississippi Secretary of State**

By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by MDAH that it has been awarded a contract.

### **1.12 Debarment**

By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

### **1.13 Right to Consider Historical Information**

MDAH reserves the right to consider historical information regarding the Bidder, whether gained from the Bidder's bid, conferences with the Bidder, references, or any other source during the evaluation process. This may include, but is not limited to, information from any state or federal regulatory entity.

### **1.14 Documentation of Award**

Upon the determination of the lowest cost bid, a written Notice of Intent to Award will be issued. The notice of intended contract award shall be made by e-mail with reply confirmation to the winning Bidder. Unsuccessful Bidders shall be notified in the same manner after the award has been accepted or declined. The Notice of Intent to Award will also be posted to the MDAH website: <https://www.mdah.ms.gov/ifb-rfp>.

### **1.15 State Approval**

It is understood that this contract may require approval by the PPRB. If required and if this contract is not approved, it is void and no payment shall be made hereunder. Every effort shall be made by MDAH to facilitate rapid approval and a start date consistent with the proposed schedule.

## **SECTION 2. MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. If, in the opinion of the Mississippi Department of Archives and History, the Bidder fails to prove that bidding company meets any of these minimum qualifications, the bid will be disqualified from further consideration. Please provide a detailed justification for each of the following as an attachment to Appendix B, **Bid Form**.

1. Bidder shall document a minimum of three (3) previous projects involving the fabrication and installation of exhibits, exhibit components, and/or exhibit scenic elements in a museum or historic site setting. Include contact reference(s) including description of projects for validation of such experience on References Form (Appendix C). All information received from those clients, if contacted, must verify that a high level of satisfaction was provided in project completion.
2. The Bidder shall be in compliance with Mississippi Code Annotated § 79-4-15.01 regarding authorization to transact business in Mississippi.
3. The Bidder shall maintain, at its own expense, workers' compensation insurance which shall fully comply with the Mississippi Workers' Compensation Law. Certificates of insurance shall be included in the bid submission.
4. The Bidder shall maintain, at its own expense, Owners Bodily Injury/Property Damage Liability Insurance. Contractor shall maintain for the duration of this contract, a policy of owners protective bodily injury liability in limits of \$300,000 for each person and \$300,000 for each occurrence, and owners protective property damage liability in the

limits of \$50,000 for each occurrence; \$1,000,000 aggregate. This shall protect the owner against all claims for injury to persons or property on which claims may arise from any and/all operations under this contract. The State of Mississippi shall be a certificate holder for this policy of insurance.

## **SECTION 3. PROCUREMENT METHODOLOGY**

### **3.1 Restrictions on Communications with MDAH Staff**

The contact person for this IFB is Joey Roberts. At no time shall any Bidder or its personnel contact, or attempt to contact, any MDAH staff regarding this IFB except Joey Roberts in the Finance Office of the Mississippi Department of Archives and History. All correspondence should be sent to [jroberts@mdah.ms.gov](mailto:jroberts@mdah.ms.gov).

### **3.2 Bid Acceptance and Evaluation**

After receipt of the bids, MDAH reserves the right to award the contract based on the terms, conditions, and premises of the IFB and the bid of the selected company without negotiation.

All bids properly submitted shall be accepted by MDAH. After review MDAH may request necessary amendments from all Bidders, reject any or all bids received, or cancel this IFB, according to the best interest of MDAH and the State of Mississippi.

MDAH also reserves the right to waive minor irregularities in bids providing such action is in the best interest of MDAH and the State of Mississippi. A minor irregularity is defined as a variation of the IFB which does not affect the price of the bid, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of MDAH.

Where MDAH may waive minor irregularities as determined by MDAH, such waiver shall in no way modify the IFB requirements or excuse the Bidder from full compliance with the IFB specifications and other contract requirements should the Bidder be awarded the contract.

MDAH reserves the right to exclude any and all non-responsive bids from any consideration for contract award. MDAH shall award a firm fixed-price contract to the Bidder whose offer is responsive to the solicitation and is most advantageous to MDAH and the State of Mississippi in price, quality, and other factors considered.

### **3.3 Disposition of Bid**

The bid submitted by the successful Bidder shall be incorporated into and become part of the resulting contract. All bids received by MDAH shall upon receipt become and remain the property of MDAH. MDAH shall have the right to use all concepts contained in any bid and this right shall not affect the solicitation or rejection of the bid.



### **3.4 Modification or Withdrawal of a Bid**

Prior to the bid due date, a submitted bid may be withdrawn by submitting a written request for its withdrawal to MDAH, signed by the Bidder.

A Bidder may submit an amended bid before the due date for receipt of bids. Such amended bids shall be a complete replacement for a previously submitted bid and shall be clearly identified as such. MDAH shall not merge, collate, or assemble bid materials. Unless requested by MDAH, no other amendments, revisions, or alterations to bids shall be accepted after the bid due date.

Any submitted bid shall remain a valid bid for one hundred eighty (180) calendar days from the bid due date.

### **3.5 Rejection of Bids**

A bid response that includes terms and conditions that do not conform to the terms and conditions specified within this IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. MDAH staff reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by MDAH staff of non-responsiveness based on the submission of nonconforming terms and conditions. Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and will be rejected.

### **3.6 Alternate Bids**

Each Bidder, its subsidiaries, affiliates, or related entities shall be limited to one (1) bid which is responsive to the requirements of this IFB. Failure to submit a responsive bid may result in the rejection of the Bidder's bid. Submission of more than one (1) bid by a Bidder may, at the discretion of MDAH, result in the summary rejection of all bids submitted. A Bidder's bids shall not include variable or multiple pricing options.

### **3.7 Bid Opening**

Bids will be publically opened. Information related to the opening will be released to all responding Bidders. The opening will include opening, reading, and listing the bid price on each bid only. No discussions will be entered into with any Bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied, at the bid opening.

### **3.8 Corrections and Clarifications**

MDAH reserves the right to request clarifications or corrections to bids. Any bid received which does not meet any of the requirements of this IFB, including clarification or correction requests, may be considered non-responsive and eliminated from further consideration.

### 3.9 Bid Evaluation

As part of the bid evaluation, minor informalities, which are matters of form rather than substance evident from the bid document, or insignificant mistakes, may be waived or corrected by the Bidder at the discretion of the Office of Procurement and Contracts in compliance with Section 3-202.12.4.1 of the *OPSCR Rules and Regulations*. After a determination that respondents meet the Minimum Qualifications, the contract will be awarded to the responsive and responsible Bidder who submitted the lowest bid in the format required.

1. Responsive Bidder

In order to be deemed responsive, Bidder must submit a bid which conforms in all material respects to this IFB as determined by MDAH. The submitted bid must include the **Bid Cover Sheet** (Appendix A), **Bid Form** with supporting documentation (Appendix B) and **References** (Appendix C) along with all required attachments and other documents which conform in all material respects to this IFB, as determined by MDAH.

2. Responsible Bidder

Bidder must have the capability in all respects to fully perform the contract requirements with integrity and reliability which will assure good faith performance, as determined by MDAH. Bidder shall also meet the minimum qualifications in order to be deemed responsible. If a Bidder does not meet the minimum qualifications, the bid will be rejected.

### 3.10 Protest of Solicitation or Awards

1. Interested Party means an actual or prospective bidder, offerer, or contractor that may be aggrieved by the solicitation or award of a contract, or by the protest.
2. Protestor means any actual or prospective bidder, offerer, or contractor who is aggrieved in connection with the solicitation or the award of a contract and who files a protest.
3. Attorney General shall mean the individual assigned by the Attorney General to provide legal assistance to the Department of Finance and Administration.

#### 3.10.1 Procedure for Filing Protests

Protests shall be made in writing to the head of the purchasing agency and copied to the Chief Procurement Officer, and shall be filed in duplicate within seven (7) days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Chief Procurement Officer or the head of a purchasing agency. Protests filed after the seven (7) day period shall not be considered.

### **3.10.2 Protest Decision**

A decision on a protest shall be made by the Chief Procurement Officer or the head of a purchasing agency as expeditiously as possible after receiving all relevant, requested information. If a protest is sustained, the available remedies include, but are not limited to, those set forth in Section 6.201.01, Determination that Solicitation or Award Violates Law, and Regulation 6.202, Remedies Prior to an Award.

### **3.10.3 Protest Bond**

Protests shall be accompanied by a bond for one hundred and twenty five thousand dollars and zero cents (\$125,000.00) or the price of the contract whichever is lower. The protest bond shall be maintained through final resolution, whether at the agency level, through the PPRB, or through a court of competent jurisdiction.

MDAH shall return a protest bond if (1) the protesting Bidder withdraws its protest or (2) the bond is ordered to be returned by a court of competent jurisdiction. In the event MDAH finds that a Bidder's protest has no merit, MDAH shall at its own discretion retain all or a percentage of the submitted bond.

## **SECTION 4. REQUIRED CLAUSES**

### **4.1 APPLICABLE LAW**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

### **4.2 PAYMODE**

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

### **4.3 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the [State] to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the [State], the [State] shall have the right

upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the [State] of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### **4.4 COMPLIANCE WITH LAWS**

Contractor understands that the [State] is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

#### **4.5 PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

#### **4.6 STOP WORK ORDER**

- (1) **Order to Stop Work:** The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
  - (a) Cancel the stop work order; or,
  - (b) Terminate the work covered by such order as provided in the Termination for Default clause-or the Termination for Convenience clause of this contract.
- (2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) The stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,
  - (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

#### 4.7 E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

#### 4.8 E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

- (2) The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or, both.
- (3) In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

#### **4.9 TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

#### **4.10 TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

#### **4.11 REPRESENTATION REGARDING CONTINGENT FEES**

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor’s bid or proposal.

#### **4.12 REPRESENTATION REGARDING GRATUITIES**

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

#### **4.13 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation,

communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

#### **4.14 PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

### **SECTION 5. BID COVER SHEET**

All requested information shall be completed on Appendix A, **Bid Cover Sheet**. Failure to complete and/or sign the bid cover sheet may result in the Bidder being determined nonresponsive.

### **SECTION 6. BID FORM**

All pricing should be submitted on Appendix B, **Bid Form**. Pricing will only be accepted on the bid form. Failure to complete and/or sign the bid form may result in the Bidder being determined nonresponsive.

### **SECTION 7. REFERENCES**

Each Bidder must furnish at least three (3) trade references who are familiar with the Bidder's abilities related to the services being procured with this IFB. These references will be used to determine the Bidder's ability to perform the services. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. MDAH staff must be able to reach two (2) references for a Bidder within two (2) business days of bid opening to be considered responsive. The reference information should be submitted on Appendix C, **References**.

## **Appendix A - Bid Cover Sheet**

The Mississippi Department of Archives and History is currently accepting bids for fabrication of the Anchor Scene Canoe Case. Bids are to be submitted as directed in Section 1.7, ***Bid Submission Requirements***, of this IFB, on or before: 2:00 PM CST, November 1, 2021.

|                                     |  |
|-------------------------------------|--|
| <b>Name of Company</b>              |  |
| <b>Company Representative</b>       |  |
| <b>Company Representative Title</b> |  |
| <b>Mailing Address</b>              |  |
| <b>Mailing City, State, Zip</b>     |  |
| <b>Telephone:</b>                   |  |
| <b>E-Mail Address:</b>              |  |

*Please identify the Office/Branch which will provide services for the Department of Archives and History if different from above:*

|   |  |
|---|--|
| <b>Office Contact Person</b>                  |  |
| <b>Office Contact Person Telephone Number</b> |  |
| <b>Office Contact Person Email Address</b>    |  |
| <b>Physical Address</b>                       |  |
| <b>City, State, Zip</b>                       |  |
| <b>Mailing Address</b>                        |  |
| <b>City, State, Zip</b>                       |  |

Are you currently registered as a Supplier in MAGIC? \_\_\_\_ YES \_\_\_\_ NO

If known, what is your supplier number? \_\_\_\_\_

Are you currently registered with PayMode? \_\_\_\_ YES \_\_\_\_ NO



In addition to providing the above contact information, please answer the following questions regarding your company:

- What year was your company established? \_\_\_\_\_
- How many years and/or months has your company been in the business of performing the services procured by this IFB? \_\_\_\_\_
- Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

\_\_\_\_\_

\_\_\_\_\_

- Has your company ever been involved in a lawsuit involving any area covered by the IFB? If yes, provide details including dates and outcomes.

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

## **Appendix B - Bid Form**

**Company Name:** \_\_\_\_\_

**Bid Amount:** \_\_\_\_\_

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That the Bidder has thoroughly read and understands the IFB, Appendices and Attachments thereto;
2. That the Bidder meets all requirements and acknowledges all certifications contained in the IFB, Appendices and Attachments thereto;
3. That the Bidder agrees to all provisions of the IFB, Appendices and Attachments thereto;
4. That the Bidder will perform the services required at the price quoted above;
5. That the Bidder has submitted copies of the required insurance certificates to meet the Minimum Qualifications as stated in Section 2, Minimum Qualifications and should Bidder be awarded the contract, will add the State of Mississippi as an additional insured;
6. That the pricing submitted will remain firm for the contract term; and,
7. That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
8. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
9. **NON-DEBARMENT** - By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.
10. **INDEPENDENT PRICE DETERMINATION** - The Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid offered.
11. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES** - The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
12. **REPRESENTATION REGARDING CONTINGENT FEES** - The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid or proposal.
13. **REPRESENTATION REGARDING GRATUITIES** - The Bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Office of Personal Service Contract Review Rules and Regulations as updated and replaced by PPRB.

14. By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by MDAH that it has been awarded a contract.
15. The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a bid, the Bidder certifies that it is registered with both systems or if not already registered, that it will do so within seven (7) business days of being notified by MDAH that it has been awarded a contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix C - References

Company Name: \_\_\_\_\_

|                                 |  |
|---------------------------------|--|
| <i>Client Name</i>              |  |
| <i>Contact Name and Title</i>   |  |
| <i>Contact Telephone Number</i> |  |
| <i>Email Address</i>            |  |
| <i>Services Provided</i>        |  |
| <i>Dates of Service</i>         |  |
|                                 |  |
| <i>Client Name</i>              |  |
| <i>Contact Name and Title</i>   |  |
| <i>Contact Telephone Number</i> |  |
| <i>Email Address</i>            |  |
| <i>Services Provided</i>        |  |
| <i>Dates of Service</i>         |  |
|                                 |  |
| <i>Client Name</i>              |  |
| <i>Contact Name and Title</i>   |  |
| <i>Contact Telephone Number</i> |  |
| <i>Email Address</i>            |  |
| <i>Services Provided</i>        |  |
| <i>Dates of Service</i>         |  |

## Appendix D – Bid Drawings and Budget Estimate

### EXHIBIT DEMOLITION PLAN



MMH

1. REMOVE EXISTING WOOD AND METAL RAILING SECTIONS UP TO POINT NOTED ON PLANS AND RETAIN REMOVED RAILING SECTIONS
2. DISASSEMBLE CURVED READER RAIL AND GRAPHIC ASSEMBLY AND RETAIN FOR REINSTALLATION BY EXHIBIT FABRICATOR
3. REMOVE ARTIFACT CANOE FROM EXISTING CASE AND MOVE TO SECURE STORAGE
4. REMOVE VITRINE FROM "FISH WEIR" EXHIBIT & PATCH MOUNTING HOLES
5. DISASSEMBLE EXHIBIT WALL IN FRONT OF FREIGHT ELEVATOR. ELEVATOR WILL BE AVAILABLE FOR THE DURATION OF THE PROJECT
6. TRIM SCENIC TREES IF REQUIRED TO FIT WITHIN THE NEW CASE
7. REMOVE SOLID SURFACE BULLNOSE UP TO POINT NOTED ON DRAWINGS
8. REMOVE EXISTING ARTIFACT CANOE CASE AND PROVIDE TO MMH FOR STORAGE
9. DEMO GROUND FORM WHERE REQUIRED FOR INSTALLATION OF NEW CASE STRUCTURE, CANOE MOUNTS, VENTILATION SYSTEM AND LIGHTING
10. REMOVE ACCESS DOOR IN TREE CASE TO DETERMINE SPACE AVAILABLE FOR POSITIVE PRESSURE FAN AND FILTER ASSEMBLY

EXHIBIT  
FABRICATOR



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ANCHOR  
Anchor Scene Canoe Case  
Museum of Mississippi History

PROJECT  
Production Bid Drawings  
February 26, 2021

SCALE  
Scale: Not to Scale

DRAWING  
Demolition Plan

3

### MMH New Canoe Case Budget Estimate

February 26, 2021

| Scope of Work | Description  | Materials Sub | Materials Total | Labor       | Scope Subtotal |
|---------------|--|---------------|-----------------|-------------|----------------|
| Lighting      | LED Strip Lighting in platform and metal branch brackets | \$3,250.00    | \$3,250.00      |             |                |
|               | 1 day / 1 man  |               |                 | \$560.00    | \$3,810.00     |
| Fan System    | Fan, air filter and installation hardware                | \$654.00      | \$654.00        |             |                |
|               | 1 day / 1 man  |               |                 | \$560.00    | \$1,214.00     |
| Installation  | Mount enclosure and misc. installation labor             |               |                 |             |                |
|               | 8 days / 2 men   |               |                 | \$8,960.00  | \$8,960.00     |
| Management    | Fabricator Project Management                            |               |                 | \$8,000.00  | \$8,000.00     |
| Detailing     | Shop Drawings  |               |                 | \$1,200.00  | \$1,200.00     |
| Shipping      | Delivery   |               |                 | \$13,000.00 | \$13,000.00    |
| Subtotal      |  |               | \$43,249.00     | \$51,880.00 | \$95,129.00    |
| Contingency   | 5%   |               |                 |             | \$4,756.45     |
| TOTAL         |  |               |                 |             | \$99,885.45    |